

## DELAYED DRAW EQUITY COMMITMENT AGREEMENT

This DELAYED DRAW EQUITY COMMITMENT AGREEMENT (as the same may be amended or otherwise modified from time to time pursuant hereto, this "Agreement") is dated as of April 15, 2010, by and among (i) Six Flags, Inc., a Delaware corporation (the "Issuer"), (ii) Pentwater Growth Fund Ltd., a Cayman Islands company, (iii) Pentwater Equity Opportunities Master Fund Ltd., a Cayman Islands company, (iv) Oceana Master Fund Ltd., a Cayman Islands company, and (v) LMA SPC a Cayman Islands company, for and on behalf of the MAP98 Segregated Portfolio (the parties set forth in clauses (ii) through (v) collectively being referred to herein as, the "Holders").

### W I T N E S S E T H:

WHEREAS, in connection with the chapter 11 bankruptcy cases, lead case no. 09-12019 ("Chapter 11 Cases") before the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), in which Six Flags, Inc. and certain of its affiliates are debtors and debtors in possession (collectively, the "Debtors") the Issuer entered into that certain Amended and Restated Equity Commitment Agreement by and among the Issuer, certain backstop purchasers (the "Backstop Purchasers") signatory thereto and the Debtors (the "SFI Equity Commitment Agreement");

WHEREAS, in connection with the Chapter 11 Cases and a chapter 11 plan of reorganization was filed with the Bankruptcy Court pursuant to the terms and conditions set forth in the SFI Equity Commitment Agreement and the term sheets attached thereto (as modified, amended or supplemented from time to time, the "Plan"); and

WHEREAS, in connection with the Plan, the Issuer and the Holders mutually desire to enter into this Agreement, pursuant to which the Issuer shall, upon the terms and conditions set forth herein, have the option to sell shares of Common Stock (as defined below) to the Holders.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the following meanings:

"Affiliate" means, when used with reference to a specified Person, any Person that directly or indirectly controls or is controlled by or is under common control with the specified Person. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") means the possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities, by contract or otherwise).

"Bankruptcy Event" shall mean: (x) the commencement by Issuer of a voluntary case concerning itself under Title 11 of the United States Code entitled "Bankruptcy," as now or

hereafter in effect, or any successor thereto; or (y) the commencement of an involuntary case against Issuer or any of its subsidiaries, in which the petition relating to such involuntary case is not controverted within ten (10) days, or is not dismissed within forty-five (45) days after the filing thereof.

“Board of Directors” means the board of directors of the Issuer.

“Business Day” means any day (other than a day which is a Saturday, a Sunday or a day on which banks in New York City are authorized or required by law to be closed).

“Common Stock” means the common stock of the Issuer.

“Delayed Draw Exercise Period” means the period commencing on the Effective Date and ending on the earlier to occur of (x) June 1, 2011 or (y) the date on which a Bankruptcy Event shall have occurred.

“Effective Date” means the effective date of the Plan.

“Offering” has the meaning set forth in the SFI Equity Commitment Agreement.

“Original Share Price” means an amount equal to (x) \$505,500,000 divided by (y) a number equal to the number of shares issued by the Issuer pursuant to the Offering.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, a bank, a trust company, a land trust, a business trust, a governmental entity or any department, agency or political subdivision thereof or any other entity or organization, whether or not it is a legal entity.

“Subsidiary” means, with respect to any Person, any corporation, limited liability company, partnership, association, or other business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof or (b) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of the partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof and for this purpose, a Person or Persons own a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity’s gains or losses or shall be a, or control any, managing director or general partner of such business entity (other than a corporation). The term “Subsidiary” shall include all Subsidiaries of such Subsidiary.

2. Delayed Draw. At any time during the Delayed Draw Exercise Period, the Issuer, if so authorized by a majority of the Board of Directors, shall have the right, by delivering

written notice (the “Delayed Draw Notice”) to the Holders, to require the Holders to purchase \$25 million of Common Stock (the “Delayed Draw Shares”) at a purchase price for each Delayed Draw Share equal to the Original Share Price. The aggregate purchase price for the Delayed Draw Shares shall be allocated as follows: (i) the aggregate purchase price for the Delayed Draw Shares to be purchased by Pentwater Growth Fund Ltd. shall be \$5,172,413.79; (ii) the aggregate purchase price for the Delayed Draw Shares to be purchased by Pentwater Equity Opportunities Master Fund Ltd. shall be \$8,836,206.90; (iii) the aggregate purchase price for the Delayed Draw Shares to be purchased by Oceana Master Fund Ltd. shall be \$8,405,172.41; and (iv) the aggregate purchase price for the Delayed Draw Shares to be purchased by LMA SPC for and on behalf of the MAP98 Segregated Portfolio shall be \$2,586,206.90. For the avoidance of doubt, the aggregate purchase price for all of the Delayed Draw Shares to be purchased by all of the Holders (the “Aggregate Delayed Draw Purchase Price”) shall be \$25 million. Each Holder understands and agrees that the percentage of the Issuer's issued and outstanding Common Stock represented by the Delayed Draw Shares will be subject to dilution with respect to any shares of Common Stock issued from and after the Effective Date (including, but not limited to any awards granted pursuant to the Long-Term Incentive Plan (as defined in the Plan)).

3. Closing. The closing of the purchase of the Delayed Draw Shares by the Holders (the “Delayed Draw Closing”) shall occur on a date as shall be mutually agreed by the Issuer and the Holders; provided, that such date (the “Delayed Draw Closing Date”) shall not be later than fourteen (14) calendar days after the Holders' receipt of the Delayed Draw Notice. The Delayed Draw Closing shall take place at the offices of White & Case LLP, 1155 Avenue of the Americas, New York, New York, 10036-2787, at 10:00 a.m. or at such other place, and at such other time as the Issuer and the Holders may mutually agree. At the Delayed Draw Closing: (a) the Issuer shall deliver to each of the Holders (i) all of the Delayed Draw Shares by delivery of one or more valid and fully executed stock certificates of the Issuer evidencing the Delayed Draw Shares and (ii) a duly executed counterpart (signed by the Issuer) of the Subscription Agreement in substantially the form attached hereto as Exhibit A (the “Subscription Agreement”); and (b) each of the Holders shall deliver to the Issuer (i) the Aggregate Delayed Draw Purchase Price by wire transfer of immediately available funds to the account or accounts identified in writing by the Issuer at least two (2) Business Days prior to the Delayed Draw Closing Date and (ii) a duly executed counterpart (signed by the Holders) of the Subscription Agreement.

4. Effectiveness. The Issuer and each of the Holders acknowledge and agree that, this Agreement shall not become effective, and shall not be binding on any party hereto, until such time as: (i) the Issuer shall have delivered to each of the Holders a duly executed counterpart (signed by the Issuer) of this Agreement; and (ii) the Effective Date shall have occurred.

5. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements and understandings, oral and written, with respect thereto.

6. Amendment and Waiver. Any term, covenant, agreement or condition in this Agreement may be amended, or compliance therewith may be waived (either generally or in

a particular instance and either retroactively or prospectively), by a written instrument or written instruments executed by the Issuer and each of the Holders. The waiver or consent in respect of any term or condition of this Agreement shall not be deemed to be a waiver or modification in respect of any other term or condition contained in this Agreement.

7. Governing Law; Jurisdiction and Venue. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. FOR ALL ACTIONS, SUITS AND PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY (I) CONSENT TO THE PERSONAL JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK LOCATED IN THE CITY OF NEW YORK OR, IN ABSENCE OF JURISDICTION, THE SUPREME COURT OF NEW YORK LOCATED IN THE CITY OF NEW YORK AND (II) WAIVE ANY DEFENSE OR OBJECTION TO PROCEEDING IN SUCH COURT, INCLUDING THOSE OBJECTIONS AND DEFENSES BASED ON AN ALLEGED LACK OF PERSONAL JURISDICTION, IMPROPER VENUE AND FORUM NON-CONVENIENS.

8. Notices. All notices, consents, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed, certified or registered mail with postage prepaid, or sent by facsimile or email (upon confirmation of receipt), as follows:

If to the Issuer:

Six Flags, Inc.  
1540 Broadway  
15th Floor  
New York, NY 10036  
Telephone: (212) 652-9403  
Fax: (212) 354-3089  
Email: jCoughli@sftp.com  
Attention: General Counsel

with copy to:

Paul, Hastings, Janofsky & Walker LLP  
75 East 55th Street  
New York, New York 10022  
Telephone: (212) 318-6000  
Facsimile: (212) 230-7834  
Attn: William F. Schwitter  
Luke P. Iovine, III

If to any Holder:

c/o Pentwater Capital Management LP  
227 W. Monroe St., Suite 4000  
Telephone: 312-589-6428  
Fax: 312-589-6499  
Email: dmurphy@pwc.com  
Chicago, IL 60606  
Attention: Dan Murphy  
Neal Nenadovic

with copy to:

White & Case LLP  
Wachovia Financial Center  
200 South Biscayne Boulevard, Suite 4900  
Miami, Florida 33131  
Telephone: (305) 371-2700  
Facsimile: (305) 358-5744  
Attention: Thomas E. Lauria  
John K. Cunningham

or to such other Person or address as any party hereto shall specify by notice in writing in accordance with this Section 8 to the other parties hereto. All such notices, requests, demands, waivers and communications shall be deemed to have been received on the date of delivery unless if mailed, in which case on the third (3rd) Business Day after the mailing thereof, except for a notice of a change of address, which shall be effective only upon receipt thereof.

9. Enforcement. The parties hereto acknowledge and agree that if any of the provisions of this Agreement were not performed by any party hereto or its Affiliates in accordance with the terms hereof, the other parties shall not have an adequate remedy at law for any such breach and that such other party shall be entitled to specific performance of the terms hereof (without any requirement for the securing or posting of any bond in connection therewith), in addition to any other remedy at law or in equity. In the event that any action shall be brought by a party hereto in equity to enforce the provisions of this Agreement, no party hereto shall (and each party hereto shall cause each of its Affiliates not to) allege, and hereby waives (and each party hereto shall cause each of its Affiliates to waive) the defense, that there is an adequate remedy at law available to such party.

10. Binding Effect; Benefit; Assignment. This Agreement shall inure to the sole benefit of and be binding upon the parties hereto and nothing herein express or implied shall give or be construed to give any other Person any benefit or legal or equitable rights hereunder. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the either party hereto without the prior written consent of the other party hereto; provided, that any Holder may assign its rights under this Agreement at any time to a Subsidiary or any Affiliate of such Holder; provided further, that after giving effect to such assignment,

such Holder shall remain responsible for its obligations under this Agreement. Any attempted assignment in violation of this Section 10 shall be void.

11. Modification and Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of any other provision hereof. To the fullest extent permitted by law, if any provision of this Agreement, or the application thereof to any Person or circumstance, is invalid or unenforceable (a) a suitable and equitable provision will be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons, entities or circumstances will not be affected by such invalidity or unenforceability.

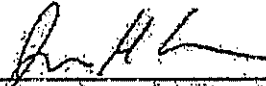
12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Signed counterparts of this Agreement may be delivered by facsimile and by scanned .pdf image, each of which shall have the same force and effect as an original signed counterpart; provided, that, after a request by any party hereto for such original signed counterpart, each party hereto uses commercially reasonable efforts to deliver to each other party hereto original signed counterparts as soon as possible thereafter.

13. Headings. The headings of the Sections of this Agreement are for convenience of reference only and shall not, for any purpose, be deemed a part of this Agreement.

\* \* \*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the date first written above:

Six Flags, Inc.

By   
Name: James M. Coughlin  
Title: General Counsel

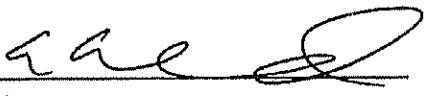
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

**Six Flags Entertainment Corporation**

By \_\_\_\_\_  
Name:  
Title:


**Pentwater Growth Fund Ltd.**

**By: Pentwater Capital Management LP, its investment manager**

By   
Name:  
Title: **Neal Nenadovic  
Chief Financial Officer  
Pentwater Capital Management LP**


**Pentwater Equity Opportunities Master Fund Ltd.**

**By: Pentwater Capital Management LP, its investment manager**

By   
Name:  
Title: **Neal Nenadovic  
Chief Financial Officer  
Pentwater Capital Management LP**

**Oceana Master Fund Ltd.**

**By: Pentwater Capital Management LP, its investment manager**

By   
Name:  
Title: **Neal Nenadovic  
Chief Financial Officer  
Pentwater Capital Management LP**



**LMA SPC on behalf of MAP 98 Segregated  
Portfolio**

**By: Pentwater Capital Management LP, its  
investment manager**

By 

Name:

**Neal Nenadovic**

Title:

**Chief Financial Officer**

**Pentwater Capital Management LP**

Exhibit A

Form of Subscription Agreement

## SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this "Agreement") is made and entered into as of [\_\_\_\_], 2010, by and among Six Flags Entertainment Corporation, a Delaware corporation formerly known as Six Flags, Inc. (the "Issuer") and [\_\_\_\_]<sup>1</sup>, a [\_\_\_\_] ("Purchaser").

WHEREAS, upon the terms and subject to the conditions contained herein, Purchaser desires to subscribe for and purchase from the Issuer, and the Issuer desires to issue and sell to Purchaser, [\_\_\_\_] shares of common stock of the Issuer ("Common Stock").

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived from this Agreement and the representations, warranties, covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows.

### Section 1. Purchase and Sale

1.1 Purchase and Sale of Common Stock. Subject to the terms and conditions set forth herein, at the Closing (as defined below), the Issuer shall sell, assign, transfer and deliver to Purchaser, free and clear of all liens, and Purchaser shall purchase and acquire from the Issuer, [\_\_\_\_] shares of Common Stock (the "Purchased Shares") for an aggregate purchase price equal to [\_\_\_\_] (the "Purchase Price").

1.2 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place simultaneously with the execution and delivery of this Agreement.

1.3 Closing Deliveries. On or before the Closing, Purchaser shall deliver to the Issuer an amount equal to the Purchase Price by wire transfer of immediately available funds to the account or accounts identified in writing by the Issuer at least two (2) Business Days prior to the date hereof. The Issuer shall deliver to Purchaser one or more valid and fully executed stock certificates of the Issuer evidencing the Purchased Shares.

### Section 2. Representations and Warranties of Purchaser

Purchaser hereby represents and warrants to the Issuer as follows:

2.1 Purchaser has all the requisite power and authority to execute this Agreement and to consummate the transactions contemplated hereby. The execution and delivery by Purchaser of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action of Purchaser. Purchaser has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of

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<sup>1</sup> Each Holder under the Delayed Draw Equity Commitment Agreement will enter into a separate Subscription Agreement.

Purchaser, enforceable against Purchaser in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or other similar laws affecting the enforcement of creditors' rights generally and general equitable principles.

2.2 Neither the execution and delivery by Purchaser of this Agreement, nor the consummation of the transactions contemplated hereby, nor compliance by Purchaser with any of the provisions hereof, will conflict with or result in any violation of (a) the applicable formation or other governing documents of Purchaser, (b) or default under, or give rise to a right of termination, cancellation or acceleration of any obligation or loss of a material benefit under, (x) any judgment or law applicable to Purchaser or (y) any material contract to which Purchaser is a party or by which any of its assets or property are bound.

2.3 Purchaser is acquiring the Purchased Shares for its own account for investment and not with a view to, or for resale in connection with, any distribution of the Purchased Shares in violation of the Securities Act of 1933, as amended (the "Securities Act"). Purchaser acknowledges and understands that the Purchased Shares purchased pursuant to this Agreement have not been and will not be registered under the Securities Act or the securities laws of any state and are issued by reason of specific exemptions from registration under the provisions thereof which depend in part upon the investment intent of Purchaser and upon the other representations made by Purchaser in this Agreement. Purchaser acknowledges and understands that the Issuer is relying upon the representations, warranties and agreements made by Purchaser in this Agreement.

2.4 Purchaser acknowledges that, like all privately placed securities, there may or may not be another interested purchaser at the time that Purchaser wishes to sell or transfer the Purchased Shares.

2.5 Purchaser confirms that Purchased Shares were not offered to Purchaser by any means of general solicitation or general advertising.

2.6 Purchaser acknowledges and agrees that it may not offer, sell or transfer any Purchased Shares without registration under the Securities Act, unless such offer, sale or transfer is in accordance with an exemption from the registration requirements of the Securities Act. Purchaser further acknowledges and agrees that there is no assurance that any exemption from registration under the Securities Act and any applicable state or "blue sky" securities laws or regulations will be available, or if available, that such exemption will allow Purchaser to dispose of or otherwise transfer any or all of the Purchased Shares in the amounts or at the times that Purchaser may propose.

2.7 Purchaser (a) has such knowledge, sophistication and experience in business and financial matters that it is capable of evaluating the merits and risks of the transactions contemplated by this Agreement; (b) has been granted the opportunity to ask questions of, and receive satisfactory answers from, representatives of the Issuer concerning the Issuer's business affairs, properties, prospects and financial condition and the terms and conditions of the purchase of the Purchased Shares and has had the opportunity to obtain and has obtained any additional information which it deems necessary regarding such purchase; (c) has

not relied on any person in connection with its investigation of the accuracy or sufficiency of such information or its investment decision; (d) fully understands the nature, scope and duration of the limitations applicable to the Purchased Shares; and (e) is able to bear the economic risk of the investment in the Purchased Shares for an indefinite period of time.

2.8 Purchaser is an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act and was not formed for the specific purpose of acquiring the Purchased Shares.

### Section 3. Representations and Warranties of the Issuer

The Issuer hereby represents and warrants to Purchaser as follows:

3.1 The Issuer has been duly incorporated, is validly existing and in good standing under the laws of the State of Delaware, with all requisite power and authority to own its properties and conduct its business as now conducted.

3.2 The Issuer has all requisite corporate power and authority to execute this Agreement and consummate the transactions contemplated hereby. The execution and delivery by the Issuer of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action of the Issuer. The Issuer has duly executed and delivered this Agreement and this Agreement constitutes its legal, valid and binding obligation, enforceable against the Issuer in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, or other similar laws affecting the enforcement of creditors’ rights generally and by general equitable principles.

3.3 The execution and delivery by the Issuer of this Agreement does not, and the consummation of the transactions contemplated hereby and compliance by the Issuer with the terms hereof will not, conflict with, or result in any violation of any provision of (a) the certificate of incorporation or by-laws of the Issuer, in each case, as in effect on the date hereon, or (b) any judgment or law applicable to the Issuer or its properties or assets.

3.4 Upon payment of the Purchase Price to the Issuer, the Purchased Shares will be validly issued, fully paid and non-assessable.

3.5 [The Issuer acknowledges that the Purchased Shares, upon the issuance of same to Purchaser, shall be subject to the terms and conditions of that certain Registration Rights Agreement, dated as of [\_\_\_\_], 2010, by and among the Issuer, Purchaser and certain other stockholders of the Issuer identified on the signature pages thereto.<sup>2</sup>]

### Section 4. Miscellaneous

4.1 Entire Agreement. This Agreement contains the entire understanding of

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<sup>2</sup> Applicable only to the extent that Purchaser and its affiliates constitute a qualified “Holder” under such agreement as of the Effective Date.

the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements and understandings, oral and written, with respect thereto.

4.2 Waiver; Amendment. Any term, covenant, agreement or condition in this Agreement may be amended, or compliance therewith may be waived (either generally or in a particular instance and either retroactively or prospectively), by a written instrument or written instruments executed by the Issuer and the Holder. The waiver or consent in respect of any term or condition of this Agreement shall not be deemed to be a waiver or modification in respect of any other term or condition contained in this Agreement.

4.3 Binding Effect; Benefit; Assignment. This Agreement shall inure to the sole benefit of and be binding upon the parties hereto and nothing herein express or implied shall give or be construed to give any other Person any benefit or legal or equitable rights hereunder. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the either party hereto without the prior written consent of the other party hereto

4.4 Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of any other provision hereof. To the fullest extent permitted by law, if any provision of this Agreement, or the application thereof to any Person or circumstance, is invalid or unenforceable (a) a suitable and equitable provision will be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons, entities or circumstances will not be affected by such invalidity or unenforceability.

4.5 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Signed counterparts of this Agreement may be delivered by facsimile and by scanned .pdf image, each of which shall have the same force and effect as an original signed counterpart; provided, that, after a request by any party hereto for such original signed counterpart, each party hereto uses commercially reasonable efforts to deliver to each other party hereto original signed counterparts as soon as possible thereafter.

4.6 Headings. The headings of the Sections of this Agreement are for convenience of reference only and shall not, for any purpose, be deemed a part of this Agreement.

4.7 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

4.8 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. FOR ALL ACTIONS, SUITS AND PROCEEDINGS ARISING OUT OF OR

RELATING TO THIS AGREEMENT, THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY (I) CONSENT TO THE PERSONAL JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK LOCATED IN THE CITY OF NEW YORK OR, IN ABSENCE OF JURISDICTION, THE SUPREME COURT OF NEW YORK LOCATED IN THE CITY OF NEW YORK AND (II) WAIVE ANY DEFENSE OR OBJECTION TO PROCEEDING IN SUCH COURT, INCLUDING THOSE OBJECTIONS AND DEFENSES BASED ON AN ALLEGED LACK OF PERSONAL JURISDICTION, IMPROPER VENUE AND FORUM NON-CONVENIENS.

\* \* \*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

SIX FLAGS ENTERTAINMENT CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

[NAME OF HOLDER]

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to the Subscription Agreement]